

VISTA PARK LODGE

FROM: April 1, 2022

TO: March 31, 2024

President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,
President UFCW Local 832



VISTA PARK LODGE

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EXPIRY: MARCH 31, 2024

AGREEMENT BETWEEN:

VISTA PARK LODGE, carrying on business in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

ARTICLE 1 NATURE OF THE BARGAINING UNIT

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer included in the bargaining unit as certified by the Manitoba Labour Board under Certificate No. MLB-3735 and employed in the classifications identified in Appendix "B" of this Collective Agreement, or as may be granted voluntary recognition by the Employer.

1.02 Any dispute as to whether any classification falls within the bargaining unit shall be submitted to the Manitoba Labour Board for determination.

1.03 The Employer shall provide the Union, upon request, with a list of names and classifications of all employees excluded by this Collective Agreement.

ARTICLE 2 DEFINITIONS

2.01 The following words or terms shall mean the following:

- (a) **Employee:** the word "employee" whenever used in this Collective Agreement shall mean one of or all of full-time, part-time, term, or casual employees unless either of these is specifically excluded.

- (b) **Full-time Employee:** the words "full-time employee" shall mean any persons covered by this Collective Agreement who are regularly scheduled to work the full prescribed bi-weekly working hours, exclusive of overtime.
- (c) **Part-time Employee:** the words "part-time employee" shall mean any person covered by this Collective Agreement who works less than the prescribed bi-weekly hours, exclusive of overtime.
- (d) **Casual Employee:** the words "casual employee" shall mean an employee without any regular scheduled shift who replaces an absent employee.
- (e) **Term Employee:** the words "term employee" shall be any person who is filling another position on a temporary basis or a specific project, with a maximum of six (6) months or such other longer duration which may be agreeable to the Union. Term employees will be subject to the conditions set out in Article 13, Term Employees/Positions.
- (f) **Promotion:** the word "promotion" shall mean a change of position which results in the advancement of the employee by at least one grade on the wage classification schedule.
- (g) **Demotion:** the word "demotion" shall mean a change of position of an employee to a lower-level position of less responsibility as well as salary.
- (h) **Layoff:** A layoff is deemed to occur if a full-time employee suffers a reduction in the normal hours of work as outlined in Article 11.01. In the case of a part-time employee, a layoff is deemed to occur if the employee suffers a reduction in the regularly scheduled hours of work in a six calendar week scheduling period.
- (i) **Gender:** the parties agree that this collective agreement should contain gender neutral language throughout. Any provision in this Collective Agreement which is expressed in terms of a specific gender, shall apply equally to all employees covered by this agreement regardless of their gender.

ARTICLE 3 DEDUCTION OF UNION DUES

3.01 The Employer shall deduct from the earnings of each employee, such union dues and assessments as are authorized by the Union. The Employer further agrees to deduct the union dues automatically from the earnings of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the **Accounting Department/Bookkeeper** of the Union via direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly electronic **Excel spreadsheet containing** the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees.

3.02 Each year the Employer will calculate the amount of Union dues deducted from the employees' pay and shall indicate the same on the T-4 slip for each employee no later than February 28th.

3.03 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

3.04 Changes in the amount of dues to be deducted shall be communicated by the Union in writing at least three (3) weeks in advance of such change's effective date.

ARTICLE 4 UNION RIGHTS AND ACTIVITIES

4.01 The Employer shall provide each new employee and rehired employee, at the time of employment, with a form letter (Exhibit One attached to this Collective Agreement) supplied by the Union, outlining to the employees their responsibility in regard to the payment of union dues and initiation fees. The Employer shall forward such form letter, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

4.02 The Employer shall provide the Union, once a month, when submitting the Union dues and initiation fees with an electronic list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month.

ARTICLE 5 ORIENTATION PROGRAM

5.01 The Employer agrees to provide a Union Representative or her or his designate, not less than thirty (30) minutes during the general orientation period or at a time scheduled during the first week of employment, for the familiarization of the employees in the bargaining unit with the general conditions and responsibilities with respect to this Collective Agreement and to United Food and Commercial Workers Union, Local No. 832. The Employer agrees to advise the Union representative of the names, start dates and dates of orientation for new hires. Such notice will be given at least seventy-two (72) hours prior to the start of orientation.

ARTICLE 6 UNION REPRESENTATIVE'S VISITS

6.01 The Union Representative shall be entitled to visit the workplace for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented.

6.02 The Union Representative shall be entitled to visit the workplace at such time mutually agreed upon by the Administrator or her designated representatives and the Union Representative.

6.03 Meetings between a Union Representative and employees shall take place in an area mutually agreed to by the Administrator and the Union Representative.

ARTICLE 7 SHOP STEWARDS

7.01 The Employer agrees to recognize all Union Shop Stewards appointed by the Union for the purpose of overseeing the terms of the Collective Agreement are being implemented and for the purposes of presenting complaints and grievances to the Employer.

7.02 The Employer agrees not to discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement and presenting grievances.

7.03 Shop Stewards will be allowed to wear Shop Stewards' badges while on duty.

7.04 The Union shall notify the Employer in writing of the names of its full-time Union Representative and Shop Stewards and within three (3) calendar weeks of any change whenever possible.

ARTICLE 8 **NO DISCRIMINATION**

8.01 The Employer shall not discriminate against any employee with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex (including pregnancy), marital or parental status, religion, nationality, ancestry or place of origin, Union membership or activity, family relationship, place of residence, political affiliation or activity, or sexual orientation.

8.02 The Employer and the Union agree that no form of general or sexual harassment will be condoned in the workplace, and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving general or sexual harassment shall be treated in strict confidence by the Employer, the Union, and employees.

8.03 No employee shall be required to retire solely on account of age.

ARTICLE 9 **PROBATIONARY PERIOD**

9.01 **Full-time Probationary Period**

All new or rehired full-time employees shall be on a probationary period of three (3) calendar months from the date of their most recent hiring. During that period the Employer will assess and appraise said full-time employees and after the first two (2) calendar months of employment will discuss such appraisal with the affected employee.

9.02 **Part-time/Casual Probationary Period**

All new or rehired part-time or casual employees shall be on a probationary period of three hundred and forty-seven (347) hours worked or five (5) calendar months, whichever comes first, from the date of their most recent hiring. During that probationary period the Employer will assess and appraise said employees and after the first two hundred and thirty-two (232) hours worked or three (3) months from the date of employment and will discuss same with the affected employee.

9.03 The Employer may, in its sole discretion, dismiss, suspend, discipline or demote any probationary employees and such dismissal, suspension, discipline or demotion shall not be the subject of a grievance - except in the case of dismissal where the probationary employee will have recourse to the grievance procedure up to and including Step 1.

9.04 During the probationary period all employees, shall be entitled to all benefits of this Collective Agreement, except as otherwise specified.

9.05 It is understood that all new or rehired employees shall be eligible for promotion or transfer at the discretion of the Supervisor during the probationary period.

ARTICLE 10 DISCIPLINE AND DISCHARGE

10.01 Upon imposition of discipline, discharge and/or at any investigative meeting(s), the employee shall be accompanied by an available shop steward **of the employee's choice** or by a Union representative. The Union representative or shop steward as applicable, and employee shall be advised in advance by management of the time, place and purpose of the meeting. The shop steward or Union representative as applicable may request a caucus with the employee at any time during the meeting. Where possible, the shop steward **chosen by the employee** and/or union representative shall remain the representative for said employee until the matter requiring representation has been resolved, unless mutually agreed otherwise.

10.02 All disciplinary action, verbal warning, written warning or adverse report, shall be entered into the file of the employee concerned, copied and given to the employee involved, and be kept confidential. A copy shall be faxed or e-mailed to the Union office within twenty-four (24) hours unless provided to the Union Representative present at meetings in accordance with Article 10.

10.03 Any reply by disciplined employees shall become part of their record. For the purposes of grievance procedure and arbitration, record of any disciplinary action shall be destroyed and neither be referred to nor used against them at any time after twelve (12) calendar months following such action. However, for discipline involving incidents of abuse, inappropriate conduct involving a Resident or harassment, the term shall be thirty-six (36) months. In the event an employee is laid off or on a leave of absence of one calendar month or more during the twelve or thirty-six months immediately following the discipline, the discipline record will extend the twelve calendar month period by the length of the actual lay off or leave of absence.

10.04 Except in cases of gross misconduct or behaviour that warrants immediate dismissal or suspension, the Employer agrees to follow the principle of progressive discipline, stating in writing the wrong-doing, how it is to be corrected and the next disciplinary step if appropriate action is not taken by the employee within the appropriate, specified time-frame.

10.05 Demotion shall not be used, in any instance, as a disciplinary measure.

10.06 An employee, accompanied by a Union Representative if they so elect, may examine their personnel file upon written request. A Management Representative shall be present. However, in the event of a grievance being initiated as a result of an alleged contract violation, access to the employee's file will be permitted, and upon request an exact copy of any documents required shall be made available.

ARTICLE 11 HOURS OF WORK

11.01 The regular hours of work of full-time employees shall be eight (8) hours per day with a total of forty (40) hours for the week or eighty (80) hours in a bi-weekly period. Shift hours shall be as Appendix "C" which details daily shifts in each department. Shift hours in Appendix "C" shall only be changed with the prior written consent of the Union and such agreed upon changes shall become part of the Collective Agreement in Appendix "C". Exception from written consent will be occasional shift variations for special events, ie: Mother's Day or Christmas Day.

While the two (2) Activity Aide (7 x 10 = 70 hours bi-weekly) positions within the bargaining unit that work a seven (7) hour work day, and a total of seventy (70) paid hours in a bi-weekly pay period, they shall be considered full-time employees, entitled to all of the rights and benefits as provided in the Collective Agreement. Notwithstanding the provisions of Article 11.11 and Article 17.01, said positions shall be paid the overtime rate for all hours worked over seven (7) hours per day or seventy (70) hours per pay period.

11.02 Full-time employees will be hired for permanent shifts.

11.03 Part-time/Casual Working Agreement

Part-time and casual employees will notify the Employer, in writing, of any restrictions to their availability for hours of work by utilizing the approved forms (Part-time/Casual Working Agreement) currently in effect as of November 6, 2012, or as amended by the Employer in consultation with the Union, at Vista Park Lodge. Employees will provide the Employer with their available days and hours of work on the form. Employees will be given a copy of the form they submit and a copy of such completed form will be sent to the Union office.

Provided the employee submits the form two (2) weeks in advance of the next six (6) week schedule being posted, the Employer will schedule shifts based on this availability information and employees will work these shifts subject to the provisions of this Collective Agreement such as but not limited to: vacation, leaves of absence, illness etc. Forms submitted later than the two (2) week deadline, will not be considered until the subsequent six (6) week schedule.

In the event of scheduling discrepancies, the "Master Schedule" will be used to determine the shifts for which each employee has been scheduled.

11.04 Employees within the same job classification shall be allowed shift preference by seniority within their classification as they become available through the job posting section of this Collective Agreement.

11.05 **No Split Shift**

No employee shall work a split shift. The words "split shift" when referred to in this article are only intended to mean that employees will not work their full eight (8) hour day in two (2) shifts of four (4) hours in any one (1) day, or any variation thereof.

11.06 **Posted Work Schedule**

The Employer agrees to post a six (6) week work schedule for all employees covered by this Collective Agreement. Said work schedule shall be posted not later than two (2) weeks before the previous schedule expires. Any requests for special time off must be submitted to the employee's immediate supervisor no later than the effective date of the posted schedule. Changes that are requested by employees in the two (2) week period before the six (6) week schedule taking effect will be accommodated by management if reasonably possible. There will be no changes to the posted schedule, unless by mutual agreement between the employer and the employees.

11.07 Full time employees, part time employees and casual employees having scheduled shifts on the Master Schedule may be permitted, with Employer approval, to exchange shifts. Such employees wishing to exchange shifts shall make their requests in writing to the Employer. Shifts approved by the Employer shall not result in any additional costs or any other supplementary salary costs to the Employer.

11.08 All full-time employees shall be granted at least every second weekend off, unless otherwise agreed to by the employee. Part-time employees shall receive at least every third weekend off unless otherwise agreed to by the employee.

11.09 Article 11.08 of the Collective Agreement will not apply to employees who are hired primarily for the purpose of covering shifts during the period between June 1st and September 30th of each calendar year and/or between December 1st and January 15th of the following calendar year. All employees hired for this purpose shall be required to sign a formal letter that they forfeit their rights under Article 11.08. Employees who are retained beyond this period will not be bound by Article 11.09 after September 30th or January 15th, as the case may be.

11.10 It is mutually agreed that it is desirable to create as many full-time positions and full-time employees as practically possible. As such, senior regular part-time employees shall be allowed available extra hours within the department, classification and shift as hours become available, to a maximum of full-time status.

11.11 No employee, upon informing the Employer that they shall not be in to work because of illness or injury, shall be required to find their own replacement.

11.12 Where any employee is requested and reports to work on her/his regular day off, they shall be paid in accordance with Article 17, Overtime, for all hours worked over eight (8) hours per day or eighty (80) hours per pay period, and shall not suffer reduction in her/his regularly scheduled hours as posted on a work schedule outlined in Article 11.06.

ARTICLE 12 NO REDUCTIONS TO PART-TIME

12.01 Except in circumstances of a layoff, the Employer agrees that all present full-time employees will remain full-time, unless by mutual consent, or unless the hours of care as established by Manitoba Health for Vista Park Lodge, are reduced.

ARTICLE 13 TERM EMPLOYEES/POSITIONS

13.01 In the event of an employee being absent (such as maternity leave, vacation, injury, illness, etc.) the Employer shall be allowed to fill the vacancy on a "term" basis without posting the vacancy as outlined in Article 28, Posting of Vacancies. Such vacancies, providing the term is three (3) months or longer, shall be filled and will be offered to employees according to seniority. Filling of such vacancies shall result in no more than three (3) employees changing positions.

13.02 Employees filling a term position can apply for another term position if such application is for a higher E.F.T. status term. Employees will also be eligible to apply for all jobs posted as per Article 28, Posting of Vacancies.

13.03 If no employee within the bargaining unit accepts the term position the Employer may hire employees outside the bargaining unit. Employees hired as new employees from outside the bargaining unit to fill a term position will be considered casual employees until such time as they are hired into or post into a permanent part-time or full-time position.

13.04 Employees in term positions will continue to be considered as holding their seniority in their permanent position for all purposes for which seniority applies in this Collective Agreement including vacation selection, offering of overtime, job postings.

For example: A permanent part-time employee filling a full-time term position will only be offered overtime, vacation selection or job posting after all permanent full-time and part-time employees with more seniority than them have been provided opportunity for the overtime, vacation selection or job posting.

13.05 Term positions posted as a result of an employee being on disability that extends beyond one (1) calendar year will be posted and filled on a permanent basis. In the event the disabled employee is able to return to work after the one (1) calendar

year, the Employer and the Union will meet to discuss the accommodations necessary to re-integrate such employee into the workplace. Such accommodation shall include placement in a same or similar vacant position and EFT which they held prior to their disability providing their ability, qualifications and restrictions, if any, allows them to hold such position. If no suitable vacant position is available, such employee may use their seniority to bump a junior employee in accordance with Article 24, Notice of Lay-off – Severance Pay.

13.06 Notwithstanding other provisions of Article 26, employees returning early from an approved leave of absence shall give a minimum of two (2) weeks' notice of their return unless otherwise mutually agreed to between the Employer and the employee.

ARTICLE 14 SIGN IN AND OUT OF SHIFT

14.01 Employees shall verify their time worked by signing in by the procedure required by the Employer at the beginning and end of each shift. Should this procedure change, the Employer will notify the Union thirty (30) days prior to the new procedure being effective and the employees will comply with the new procedure.

ARTICLE 15 MEAL AND REST PERIODS - FULL-TIME EMPLOYEES

15.01 A meal period, with pay, for employees working a daily eight (8) hour shift shall be thirty (30) minutes' uninterrupted duration away from the work station. Should the employee's meal period be interrupted for work related reasons, the employee shall have his/her meal period extended by the length of such interruption.

15.02 Each full-time employee shall be entitled to **two (2)** fifteen (15) minute rest periods with pay.

15.03 If a full-time employee is required to work overtime on the completion of an eight (8) hour shift, said employee will be scheduled a fifteen (15) minute rest period with pay within one-half (½) hour of the commencement of the overtime and shall take regularly scheduled meal and rest periods thereafter, in accordance with meal and rest periods in Article 16 of this Collective Agreement.

ARTICLE 16 MEAL AND REST PERIODS - PART-TIME/CASUAL EMPLOYEES

16.01 Part-time and casual employees who work four (4) hours or more, but less than five (5) hours, shall receive one (1) fifteen (15) minute rest period with pay.

16.02 Part-time and casual employees who work five (5) hours or more, but less than seven (7) hours, shall receive one (1) fifteen (15) minute rest period with pay and one thirty (30) minute meal period with pay. Should the employee's meal period be interrupted for work related reasons, the employee shall have his/her meal period extended by the length of such interruption.

16.03 If a part-time or casual employee is required to work seven (7) hours or more in any one (1) day, they shall receive **two (2)** fifteen (15) minute rest periods with pay and one (1) thirty (30) minute meal period with pay.

16.04 If a part-time or casual employee is required to work overtime on the completion of an eight (8) hour shift, said employee will be scheduled a fifteen (15) minute rest period with pay within one-half ($\frac{1}{2}$) hour of the commencement of the overtime and shall take regularly scheduled meal and rest periods thereafter, in accordance with meal and rest periods herein.

ARTICLE 17 OVERTIME

17.01 Overtime shall be time worked in excess of eight (8) paid hours in any one (1) day, or eighty (80) paid hours in any bi-weekly pay period.

- (a) Employees shall receive two (2) times their basic rate of pay for authorized overtime.
- (b) Full-time employees required to report back to work outside of their regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates.

17.02 All full-time employees, who are not scheduled but are called into work on a General Holiday, as noted in Article 18, shall be paid one and one-half ($1\frac{1}{2}$) times their regular rate for all time required to be on duty, plus an additional double time to either be banked or paid.

All part-time employees who are not scheduled but are called into work on a General Holiday, as noted in Article 18, shall be paid one and one-half ($1\frac{1}{2}$) times their regular rate for all time required to be on duty, plus an additional double time to either be banked or paid for those hours worked on the General Holiday which would exceed eighty (80) hours in the bi-weekly pay period in which the General Holiday falls.

Casual employees hired on or before September 2, 2004, who are not scheduled but are called into work on a General Holiday, as noted in Article 18, shall be paid one and one-half ($1\frac{1}{2}$) times their regular rate for all time required to be on duty, plus an additional double time to either be banked or paid for those hours worked on the General Holiday which would exceed eighty (80) hours in the bi-weekly pay period in which the General Holiday falls.

Casual employees hired after September 2, 2004, who are not scheduled but are called into work on a General Holiday, as noted in Article 18, shall be paid one and one-half (1½) times their regular rate for all time required to be on duty.

17.03 All overtime must be authorized by management.

17.04 The Employer has the right to schedule part-time and casual employees in order to avoid incurring overtime but in the event no such employees are available overtime may be requested. Overtime shall be by mutual agreement between the Employer and the employees in the department where the overtime is to be worked, with the most senior employee in that department being asked first, and thereafter in decreasing order of seniority, if they wish to work overtime. If no employee wishes to work the overtime, the Employer shall assign the overtime to the most junior employee on that shift, in that department, who is capable of performing the work.

17.05 At an employee's request, the Employer agrees to allow employees to take time off work with pay in lieu of taking overtime pay, with the following conditions and procedures to apply:

- a) A "bank" of hours will be established for each employee choosing to bank overtime. Hours will be credited to the bank at overtime rate at the time the overtime is worked. Example: one eight (8) hour shift of overtime would accumulate **sixteen (16)** hours' credit to the bank.
- b) It is the responsibility of the employee to designate in writing hours to be banked before the time sheet is delivered to the payroll department.
- c) A maximum of eighty (80) hours can be in the bank at any one time. Any overtime in excess of eighty (80) hours shall be paid out at the time it is earned. Time off must be taken in full days, not part days. The maximum number of days (shifts) off per calendar year (January 1 to December 31) under this program will be ten (10) days or shifts. The balance of overtime banked and not used in the calendar year by December 15 will be paid out on an employee's last pay deposit in December unless the employee has submitted a request to schedule the banked overtime for use no later than March 31, of the following year.
- d) Days off must be taken by mutual agreement between the employee and their supervisor. Such requests will not be unreasonably denied. Once a request is granted, the scheduling of the banked time off shall not be changed without the mutual agreement of the Employer and

the employee. Time off will also not be agreed to when it would disrupt another employee's vacation plans, regardless of seniority.

- e) Employees will request their banked overtime and will be scheduled for same in accordance with Article 11.06 Posted Work Schedule and Article 27.07 Seniority Application.
- f) At an employee's written request, any banked overtime, or portion thereof, shall be paid out at any time on an employee's regular pay deposit. If there is time in their overtime bank when an employee leaves Vista Park Lodge, it will be paid to the employee on their final pay deposit.

17.06 When an employee is required to work more than three (3) consecutive hours of overtime immediately following a regular shift, they shall be provided with a meal by the Employer.

17.07 Overtime worked as a result of the time changeover from Daylight Saving Time to Central Standard Time shall be payable at the rate of straight time.

17.08 Employees shall suffer no reduction in pay as a result of time changeover from Central Standard Time to Daylight Saving Time. When required to work such a shift, employees will be paid eight (8) hours. There shall be no penalty or benefits as a result of time changeovers.

17.09 Employees scheduled or called in to work an overtime shift of four (4) hours or more shall receive at minimum four (4) hours of pay at overtime rates if an employee is sent home due to insufficient work after four (4) hours or less.

ARTICLE 18 GENERAL HOLIDAYS

18.01 The following days shall be considered General Holidays for which regular full-time employees shall suffer no reduction in pay:

New Year's Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day/Civic Holiday	

and any other day or portion of a day designated as a holiday by the Municipal, Provincial or Federal Government.

18.02 In order for an employee to qualify for a General Holiday, they must not have been voluntarily absent from their scheduled work day immediately prior to and following such General Holiday. Vacation, authorized leave of absence, illness or injury shall not disqualify an employee. An employee who is receiving benefits paid by Workers Compensation or Manitoba Public Insurance (MPI) shall not qualify.

18.03 If a General Holiday occurs during an employee's vacation they shall have the option to choose an extra day's vacation with pay or an extra day's pay.

18.04 Part-time and casual employees shall receive pay for the above holidays calculated at the rate of four point sixty-two percent (4.62%) of regular hours worked in each pay period.

18.05 **Banking of General Holidays**

In January of each year, full-time employees shall make one of the following choices regarding the saving of General Holidays, by utilizing the approved forms currently in effect at Vista Park Lodge. If no choice is made by January 31st, the employee will be deemed to have chosen Option "A".

Option "A" All General Holidays are worked as they fall in an employee's schedule with the employee choosing, at the time of the General Holiday, to either:

- (i) Receive pay for the General Holiday at that time; or
- (ii) Schedule an alternate day off, within thirty (30) days of the general holiday, by mutual agreement, with their supervisor.

Option "B" All General Holidays are worked as they fall in the employee's schedule, however, an employee may accumulate a total of six (6) days in lieu of General Holidays to be requested as a block by October 1st, in writing, and receives approval in accordance with Article 11.06 Posted Work Schedule and Article 27.07 Seniority Application. All requests submitted after the October 1st deadline shall be approved on a first come first serve basis until December 1st. If requests have not been submitted by December 1st the Employer shall schedule the accumulated block of General Holidays at its discretion. The balance of the General Holidays will be chosen in accordance with Option "A". Accumulated days in lieu of General Holidays must be taken by March 15 of the following year.

ARTICLE 19 CALL-IN/ADDITIONAL SHIFTS

19.01 Minimum Shifts

No employee shall be called in to work for less than four (4) hours (three (3) hours in activity and dietary departments) in any one day. If no work or insufficient work is available, said employee will be paid the four (4) hours (three (3) hours in activity and dietary departments) at the appropriate hourly rate of pay.

19.02 Call-ins

Call-ins are to be assigned to the most senior part-time employee available. For the dietary, housekeeping and laundry departments only, in the event that the senior part-time employees are assigned to a shift shorter than the shift available, the senior part-time employee may accept the call-in and the Employer shall re-assign their shift.

19.03 In the event the Employer calls an employee to report to work with short notice of one (1) hour or less of notice, such employees reporting within the first hour of the regular start time of the shift they are picking up, will be paid for the entire shift as though they have worked it.

ARTICLE 20 RELIEVING RATES OF PAY/TEMPORARY ASSIGNMENTS

20.01 Any employee assigned to relieve another employee who works in a higher paid classification shall receive the higher rate of pay of said classification for all time so employed. It is understood and agreed that this will not apply in the event of a Healthcare Aide I replacing a Healthcare Aide II, and an Activity Aide I replacing an Activity Aide II.

No employee will be required to perform any duties of a higher paid classification unless they agree to do so.

20.02 Any employee assigned to relieve an employee who works in a lower paid classification shall not have her or his wages reduced during said relieving.

20.03 Where an employee agrees to substitute on another job outside this Collective Agreement, the employee will receive the corresponding salary rate of the position being filled by him or her, for all time so employed, providing that such substitution will in no instance result in a reduction of salary.

ARTICLE 21 **VACATIONS WITH PAY**

21.01 The vacation year shall be from the first (1st) day of April in the one (1) year to the thirty-first (31st) day of March in the next year.

21.02 For an employee with less than one (1) year's service on March thirty-first (31st), annual vacation leave and vacation pay will be applied as follows:

- (a) vacation leave - one (1) day for each month of service, but to qualify the employee must have accumulated at least six (6) months by March thirty-first (31st).
- (b) vacation pay - to be paid on the basis of four (4%) percent of their gross earnings during the vacation year to March thirty-first (31st).

21.03 Vacation pay and leave for employees with more than one (1) year of seniority by March thirty-first (31st) shall be as follows:

	<u>Full-time</u>	<u>Part-time & Casual</u>
after one (1) year of service but less than three (3) years	15 days	6%
after three (3) years of service but less than ten (10) years	20 days	8%
after ten (10) years of service but less than eighteen (18) years	25 days	10%
after eighteen (18) years of service	30 days	12%
*On a one time basis for one year only in the vacation year after twenty-five (25) years of service	35 days	14%

21.04 The vacation period shall be from June 1st to September 30th of each year, unless the employee voluntarily chooses to take their vacation outside of this time period.

21.05 The Employer agrees to grant vacations with pay to full-time employees consecutively to a maximum of three (3) weeks (recognizing that five (5) vacation days equals one (1) calendar week) at any one time, unless the employee requests to have their vacation broken up into separate weekly entitlements. If employees choose to separate their vacation entitlements, they will not be granted more than five (5) separate entitlements during any given vacation year (four (4) separate

entitlements for part-time and casual employees) as defined in this contract. Partial weeks of vacation may be granted by the Employer taking into consideration the operational needs of the facility.

It is agreed that no employee shall take more than three (3) weeks' vacation during the months of July and August in any one vacation year. Taking into consideration the operational needs of the facility, employees may be granted more than three (3) consecutive weeks of vacation at a time outside the months of July and August.

21.06 **Vacation Planner**

The Employer shall be responsible for posting the vacation entitlement list by January 14th of each year. The vacation entitlement list shall reflect each employee's projected vacation entitlement as at March 31st of that year. The employee shall be responsible to indicate preference of vacation dates by March 15th, of that year. The Employer shall give priority according to seniority. The approved vacation schedule shall be posted no later than March 31st. Approved vacation schedules shall not be changed unless mutually agreed upon by the employee and the Employer. Where possible, vacation shall commence immediately following an employee's regularly scheduled weekend off.

21.07 Employees who fail to indicate their choice within the eight-week period shall not have preference in choice of vacation time where other employees have indicated their preference, and such employee shall not be given choice by seniority but shall be given priority according to the date of their application for vacation. The Employer will approve or decline the request, in writing, within one (1) week of the request being made.

21.08 In the event that an employee is hospitalized during their vacation on an in-patient basis, excluding elective surgery, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the Employer may utilize income protection credits to cover the period of such in-patient hospitalization and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.

21.09 The Employer agrees to grant time off for vacation purposes to part-time and casual employees based on the full-time employees' schedule of vacation entitlement. Vacation pay for part-time and casual employees shall be based on the appropriate percentage of their gross earnings up to March 31st in the vacation year. The Employer shall provide vacation entitlement and vacation pay entitlements to each part time employee by April 15th of each year.

21.10 All seniority, vacation and other credits obtained under this Collective Agreement shall be retained and transferred with the employee when they are reclassified from part-time employment to full-time employment and from full-time employment to part-time employment.

21.11 Vacations may be scheduled during the period of December 15 to January 1 but only one (1) employee per area will be away on vacation at one time. For this purpose only, areas are identified as follows:

1. Dietary Aides
2. Laundry/Housekeeping
3. Healthcare Aides - Days
4. Healthcare Aides - Evenings
5. Healthcare Aides - Nights
6. Cooks
7. Rehab Aides
8. Activities

21.12 Employees who are entitled to fifteen (15) days or more per calendar year of vacation shall be entitled to cash out up to ten (10) days of vacation pay per calendar year if they wish to do so. For example, an employee who is entitled to fifteen (15) calendar days of vacation per year, may opt to take five (5) days of vacation with pay, work through the other ten (10) days of vacation paid at their appropriate hourly rates as well as take ten (10) days of vacation payout paid at the employee's appropriate rates of pay.

21.13 **Vacation Pay/When Paid**

Vacation pay will be paid to full-time and part-time employees on their regular paydays by direct deposit during their vacation. Casual employees will have their vacation wages paid on each bi-weekly payday throughout the year.

21.14 **Vacation Pay Upon Termination**

In addition to other wages owing, employees eligible for a vacation and whose employment is terminated for any reason shall be paid out for the vacation for which they had become eligible but had not yet taken. In the case of death such pay shall be paid to the estate or the person legally entitled.

ARTICLE 22 MANAGEMENT'S RIGHTS AND FUNCTIONS

22.01 The Union acknowledges that all management rights are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive right of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the Nursing Home;
- (b) to maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations,

policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time;

- (c) to hire, discharge, transfer, lay off, recall, promote, demote, classify, assign areas of responsibility, suspend or otherwise discipline employees for just and reasonable cause, provided that a claim by an employee for unjust cause may be the subject of a grievance and dealt with as hereinafter provided;
- (d) to have the right to plan, direct and control the work and direction of the employees and operations of the Nursing Home, to introduce new and improved methods, facilities, equipment, the amount of supervision necessary, combining or splitting up of departments, work schedules, the number of employees required for the Employer's purpose and the increase or reduction of personnel;
- (e) to exercise any of the rights, powers, functions or authority which the Employer held prior to the signing of this Collective Agreement except as those rights, powers, functions or authority are specifically abridged or modified by this Collective Agreement.

22.02 In administering this Collective Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 23 SAFETY AND HEALTH

23.01 The Employer agrees to make reasonable and proper provision for the maintenance of a high standard of safety in the workplace, including a properly heated and lighted working environment that is free of pollution. The Employer shall comply with applicable Provincial and Municipal health and safety legislation and regulations, and specifically the Manitoba Workplace Safety and Health Act. This shall include a Joint Environmental Health and Safety Committee which shall be continued under, but not limited to, the rules and regulations of the Manitoba Workplace Safety and Health Act.

The full-time health and safety representative of the Union will be entitled to visit the workplace for the purposes of attending health and safety meetings or visiting the premises in the same manner as outlined in Article 6 Union Reps Visits.

23.02 The Joint Environmental Health and Safety Committee shall meet quarterly, or at such other times as the Committee deems necessary. Time spent at such Committee meetings shall be considered as time worked. Employees who attend Joint Environmental Health and Safety Committee meetings on their days off shall be paid for

all time in attendance as time worked at their applicable rate of pay. The Union's health and safety representative shall be entitled to attend these meetings if an invitation is extended by the Committee Chair. Minutes of the meeting shall be taken and posted in the workplace and forwarded to the Union office.

23.03 **No Violence, Abuse or Harassment**

The Employer and the Union agree that no form of violence, abuse or harassment shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Any employee who believes that they are being abused or harassed shall report this to their immediate supervisor and/or full-time Union Representative.

23.04 The Joint Environmental Health and Safety Committee shall address the need to decrease the number and severity of incidences resulting from a resident's behaviour problems (including aggression) which may compromise employee safety.

Existing policies which address such behaviour will be used as a starting point. The Committee will review the effectiveness of the policies on a regular basis and will be expected to recommend new approaches, procedures and techniques for prevention and risk management.

The Joint Environmental Health and Safety Committee will consist of representation of the employees and Employer, with employee representatives from each department being appointed by the Union.

23.05 Employees who have their clothing or eyeglasses damaged as a result of behaviour problems (including aggression), during the performance of their duties shall have the damaged articles replaced by the Employer at no cost to the employee. Application for such claim must accompany the incident report submitted to their supervisor. Such incident report must detail persons involved in the incident, time, date, location and details of said incident which resulted in the damage.

23.06 The Employer agrees to maintain adequate staffing levels on each shift.

23.07 The Employer agrees to provide time off, with sixteen (16) hours' pay per calendar year, for the purpose of allowing members of the Joint Environmental Health and Safety Committee to attend safety and health seminars, courses or conferences that have been approved by the Committee. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

23.08 No employee shall be disciplined or discharged for refusal to work on a job or to operate any equipment where it would be contrary to applicable federal, provincial and municipal legislation or regulations.

23.09 The Joint Environmental Health and Safety Committee will conduct regular safety and health inspections of the workplace.

23.10 **Protective Gloves**

Vinyl gloves will be readily available for employees to use for appropriate resident care. The Employer and the Union agree to meet at Joint Labour Management Committee meetings to provide learning opportunities for both sides to understand and resolve any misunderstandings regarding the usage of gloves.

ARTICLE 24 NOTICE OF LAYOFF - SEVERANCE PAY

24.01 In the event of layoff, employees shall be laid off in reverse order of their bargaining unit-wide seniority.

24.02 The Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff or award pay in lieu thereof unless a greater period of notice is required by legislation, in which case such greater period of notice or pay in lieu thereof shall be given.

24.03 In the event of layoff or the reduction of hours and as outlined in Article 24.11 below, employees shall have bumping rights in accordance with their seniority. The right to bump shall include the right to bump up provided they possess the required qualifications.

24.04 When reducing staff, senior employees shall be retained, providing the senior employees are qualified, competent and willing to perform the required work.

24.05 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

24.06 The employees laid off in accordance with Article 24.01 shall be recalled to work in order of seniority in positions for which they possess qualifications and ability sufficient to perform the required duties.

24.07 To be eligible for recall, employees must file their names and current addresses with the Employer at the time of layoff and each six (6) months thereafter.

24.08 A person who is laid off must communicate with the Employer within seven (7) calendar days of notice of recall being mailed by registered mail to the person's recorded address and must be prepared to begin work at a time designated by the Employer.

24.09 The right of a person who has been laid off to be recalled under this Collective Agreement will be forfeited in the following circumstances:

- (a) if the person did not communicate with the Employer as specified in Article 24.08; and
- (b) if the person did not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

24.10 The seniority of an employee who informs the Employer, within seven (7) calendar days following notification of recall, that they decline employment in a lower classification than they held prior to layoff, shall not terminate for failure to report for duty in that instance.

24.11 An employee displaced from their job as a result of a decrease in the workforce shall be assigned by the Employer in accordance with Article 24.03. Such re-assignment must be made on the following basis, provided the employee is able to perform the normal requirements of the job:

- (a) to any job previously held within the bargaining unit on the basis of bargaining unit seniority;
- (b) to any job in their classification, if no job is available;
- (c) to any job within the department in accordance with their departmental seniority, if no job is available;
- (d) to any job in the workplace as designated an entry level job, if no job is available;
- (e) then, the employee affected may either displace the employee with the least seniority or elect to be laid off from the workplace.

24.12 If the employee is eligible to be re-assigned to two (2) or more jobs of the same wage classification, or if the employee wishes to be re-assigned to a job of a lower wage classification than the job to which they would normally be reassigned, such re-assignment shall be made in accordance with the employee's preference.

ARTICLE 25 STRIKES AND LOCKOUTS

25.01 It is mutually agreed that there shall be no strikes, lockouts, stoppages of work or slowdowns during the life of this Collective Agreement.

ARTICLE 26 **LEAVES OF ABSENCE**

26.01 **Requesting and Granting of Leaves**

The requesting and granting of leaves of absence shall be in writing.

26.02 Employees who wish to resume their employment on the expiration of a leave of absence, in accordance with this article, shall be reinstated by the Employer in the position occupied by them at the time such leave commenced, or an equivalent position if their position no longer exists.

Employees returning from such leave must notify the Employer at least fourteen (14) calendar days in advance of their intended date of return.

Notwithstanding other provisions of Article 26, employees wishing to return early from an approved leave of absence shall give a minimum of two (2) weeks' notice of their return unless otherwise mutually agreed to between the Employer and the employee.

26.03 **Personal Leave**

The Employer agrees to grant any employee with one (1) year or more of service, up to three (3) months' leave of absence without pay. Unpaid leave of absence shall not be added to vacation time taken during the months of July and August; nor during the month of December; and shall be granted not more often than every two (2) years.

26.04 **Union Convention and Conference Leave**

The Employer agrees to allow time off work without pay for one (1) delegate, or two (2) by mutual agreement, in the bargaining unit, who are appointed by the Union to attend Union conventions or designated to attend a Union conference.

26.05 **Negotiations Leave**

The Employer agrees to allow a maximum of two (2) employees time off with pay during their regular scheduled work hours, for the purpose of attending negotiations for the renewal of the Collective Agreement. If one (1) of the two (2) negotiating committee members is attending negotiations during one (1) of their days off, they will have a day off rescheduled at an alternate time.

26.06 **Union Business Leave**

Upon at least six (6) weeks' prior notice in writing from the Union, the Employer agrees to grant a leave of absence of up to one (1) year for one (1) employee who is elected or appointed to a full-time position in the Union. Such leave of absence

shall be without pay and other benefits. The Union agrees to notify the Employer at least six (6) weeks in advance of the employee's return to work.

26.07 **Shop Steward Education Leave**

Shop Stewards shall be granted time off, without pay, in order to attend Shop Steward schools or other educational seminars. No more than three (3) employees will be requested off by the Union at any one time.

26.08 **Maternity Leave**

An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Maternity Leave Plan 'A' or Maternity Leave Plan 'B', but not both.

(i) Maternity Leave Plan "A" (Plan A):

1. Plan A will provide an employee with up to seventeen (17) weeks of Maternity Leave without pay subject to the following conditions:
 - (a) The employee shall submit a written request for Maternity Leave under Plan A to the Employer not later than the end of the fifth (5th) month of pregnancy and not less than one (1) month before the intended start date of the Maternity Leave.
 - (b) If requested by the employee, Maternity Leave of shorter duration may be granted at the discretion of the Employer.
 - (c) The Employer is entitled to require an employee to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a duly qualified medical practitioner becomes incompatible with the requirements of her job.

(ii) Maternity Leave Plan "B" (Plan B):

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) submit a written request for Maternity Leave under Plan B to the Employer at least four (4) weeks before the date specified in her application as the date on which she intends to commence such leave;

- (b) provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (c) provide the Employer with proof that she has applied for Employment Insurance (EI) benefits and that Service Canada has agreed that the employee qualifies for and is entitled to EI benefits pursuant to the Employment Insurance Act;
 - (d) be employed as a regular full time employee as of the date the Maternity Leave is to commence;
- 1.1 The Employer is entitled to require an employee to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a duly qualified medical practitioner becomes incompatible with the requirements of her job.
2. An employee applying for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
- (a) she will return to work and remain in the employ of the Employer in either full-time or part-time status for at least six (6) months following her return to work; where a full-time employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (b) she will return to work on the date of the expiry of her Maternity Leave and, where applicable, her Parental Leave unless this date is modified as follows:
 - (c) An employee may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the employee wants to end the leave.
 - (d) should she fail to return to work as provided under either of clauses 26.08(a)(ii)(2)(a) or (b) above, she shall be indebted

to the Employer for the full amount of the maternity leave allowance paid to her by the Employer during her entire period of Maternity Leave. Accordingly, she shall re-pay to the Employer the full amount of the maternity leave allowance.

- (e) in the event the employee does not complete the full period of service as required under Part (a) and (b) above, she shall repay a portion of the “top up” as follows:

Monetary value of top up provided
(value is based on hours paid at regular
rate of pay in 6 months prior to leave) X no. of hours not worked
Hours of service required to be worked
(based on monetary value)

- 3. An employee who qualifies under clause 26.08(a)(ii)(1) will be entitled to a Maternity Leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate provided under clause 26.08(a)(ii)(1)(b), or
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate provided under clause 26.08(a)(ii)(1)(b).
 - (c) the Employer may, notwithstanding the above, vary the length of Maternity Leave upon receipt of a certificate from a duly qualified medical practitioner.
- 4. During the period of Maternity Leave, an employee who qualifies under Plan B will be entitled to a ‘maternity leave allowance’ with the SUB Plan as follows:
 - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her normal weekly earnings which will be paid as a single sum amount;
 - (b) for up to a maximum of fifteen (15) additional weeks, bi-weekly payments equal to the difference between the EI benefits the employee is eligible to receive and

ninety-three percent (93%) of her normal weekly earnings; this difference will be paid as a single sum amount.

- (c) all other time absent as may be provided under this clause shall be an unpaid leave of absence.
 - (d) for the purposes of this clause, normal weekly earnings shall mean the employee's gross earnings less all deductions for the period of time reported to EI.
- 5. Plan B does not apply to regular part time employees, temporary part time employees, or casual employees.
 - 6. Maternity Leave under Plan B shall be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue during this leave of absence.
 - 7. Benefits will not accumulate during a maternity leave of absence. However, accumulated Income Protection Credits, required because of a medical condition directly attributable to pregnancy, will be granted to employees under the same conditions as other sick leave benefits are granted.

26.09

Parental Leave

Every employee

- (a) who,
 - (i) in the case of a female employee, becomes the natural mother of a child,
 - (ii) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - (iii) adopts a child under the law of a province; and
- (b) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted, parental leave consisting of a continuous period of up to **sixty-three (63)** weeks.

Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

26.10 **Jury Duty/Jury Selection/Witness Fees**

When an employee is subpoenaed for jury duty/selection or as a Court witness arising out of their employment at Vista Park Lodge, they shall not suffer any loss of earnings while so serving. The amount paid by the Employer shall be the difference between the employee's normal earnings and the indemnity paid by the Court, excluding payment for travelling, meals or other expenses.

26.11 **Bereavement Leave**

- (a) An employee shall be granted a minimum of three (3) regularly scheduled work days' leave without loss of pay, or benefits in the case of death of a spouse, common-law spouse, child (including stepchild), parent (including step-parent), sibling (including step-sibling), father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, and grandchild.
- (b) In the event of a death of a close friend or a relative not specifically mentioned above, the employee shall be granted time off to attend the funeral without loss of pay or benefits to a maximum of one (1) scheduled working day.
- (c) Any employee attending a funeral as a pallbearer or a eulogist will be allowed the required time off without loss of pay or benefits to a maximum of one (1) scheduled working day.
- (d) It is understood that an employee may request time off without pay to attend a funeral as a mourner.
- (e) Bereavement leave, as specified above, shall only be paid for leave taken in the period which extends from the date of death to three (3) days after date of internment.

26.12 **Compassionate Care Leave**

Employees who have been employed with the Employer for at least thirty (30) calendar days may request time off without pay for compassionate care purposes in order to provide care or support for a terminally ill family member. A family

member for the purpose of this Article 26.12 shall be defined as a spouse or common-law partner of the employee; a child or child of the employee's spouse or common-law spouse; a parent of the employee or spouse or common-law spouse of the parent; or any other person described as family in the applicable regulations of the Employment Standard Code.

Such a request for a leave of absence will be granted by the Employer provided that the employee provides to the Employer, as far in advance as possible, a certificate from a physician which states that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate is issued and that the family member requires the care or support of one or more family members.

The Employer will grant no more than two (2) periods of leave totaling no more than twenty-eight (28) weeks, which leave must end no later than fifty-two (52) weeks after the day the first period of leave began, and will complete a Record of Employment so that the employee may apply for Employment Insurance benefits.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 26.11, Bereavement Leave, of this Collective Agreement.

26.13 **Work-Related Education Leave**

The Employer agrees to grant any employee with one (1) year or more of service up to twelve (12) months' leave of absence, without pay, for the purpose of attending an educational program at an educational institution, school, college or university approved by the Employer as providing an educational program that enhances or supplements the employee's skills required for working at Vista Park Lodge.

26.14 **Family Responsibility Leave**

In the event of illness or injury, unforeseen child care issues or medical or dental appointments involving a full-time or part-time employee's spouse, child, parent, grandchild or siblings, the employee may request and shall be granted a maximum of fifteen (15) days per year, without pay, in order to attend to the ailing relative. Such time off shall be in addition to any accumulated sick days ten (10) of the above-noted fifteen (15) days may be paid out of an employee's sick bank, if an employee has sick days in their sick bank at the time of the family responsibility leave. Employees will only be paid family responsibility leave for shifts scheduled on the posted or confirmed schedule (Master Schedule). Casual employees will only be eligible for paid family responsibility leave upon obtaining a permanent part-time or full-time position. The employer reserves the right to require proof of the claim.

26.15 In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in *The Employment Standards Code*. These include but are not limited to **Interpersonal** Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with *The Employment Standards Code* and regulations thereunder.

Information regarding these leaves can be found at the Employment Standards website at www.gov.mb.ca/labour/standards

ARTICLE 27 **SENIORITY**

27.01 Seniority shall be defined as the total accumulated paid hours of service calculated from the date the employee last entered the service of the Employer.

27.02 Seniority will not continue to accrue during unpaid leaves of absence in excess of sixty (60) working days in any vacation year, which shall be from the first day of April in the one year to the thirty-first day of March in the next.

27.03 Seniority shall, however, accrue through all approved maternity, parental and education leaves of absence.

27.04 Total accumulated paid hours of service shall also include leaves of absence due to maternity leave, parental leave, extended illness or injury (covered by sick benefits), Union leave, Workers Compensation or injuries covered by Manitoba Public Insurance (up to a maximum of two-thousand eighty (2080) hours worked, to be prorated on the part-time or casual employee's actual hours worked in the immediate preceding vacation year). For those employees who have not worked during the immediate preceding vacation year, the proration will be based on the average of actual hours worked in the four (4) week period immediately preceding the end of the current vacation year. Vacation leave of absence shall be considered as time worked for the purpose of computing seniority.

27.05 Seniority will be considered broken and employment terminated if an employee:

- (a) is discharged by the Employer for just cause and not reinstated;
- (b) voluntarily quits or resigns;
- (c) has been laid off continuously for a period of twelve (12) months or is called back to work after layoff and does not return to work within seven (7) calendar days of receiving a registered letter to her or his last known address;

- (d) fails to return to work on the completion of an authorized leave of absence, vacation, or suspension, unless a satisfactory reason is given;
- (e) is absent from work without a written leave of absence for more than three (3) calendar days unless a satisfactory reason is given by the employee.
- (f) has not worked hours during the previous four (4) months unless due to illness, injury or authorized leave of absence.

27.06 **Seniority Application**

Seniority shall be the governing factor in matters of demotion, layoff, recall after layoff, reduction to part-time, choice of vacation and scheduling of banked overtime and General Holidays.

In the event of layoff, demotion or reduction to part-time, reverse order of bargaining unit wide seniority shall apply to all affected employees in the bargaining unit.

27.07 Seniority shall be the governing factor in all matters of promotion, awarding of new positions or vacant positions, transfers, preference of shift within the classification, providing the employee has the ability to do the normal requirements of the job within the ninety (90) day familiarization period and meets the required qualifications of the job posting.

27.08 If an employee is promoted to a position outside the bargaining unit, such employee shall retain their seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit during the trial period which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, they shall be placed in a job consistent with their seniority.

27.09 The Employer agrees to give two (2) weeks' notice or two (2) weeks' wages in lieu of notice prior to changing an employee's status from full-time to a part-time basis.

In accordance with the above, no new employees shall be hired until the employees reduced from full-time to part-time status, have been given the opportunity to regain their hours lost in order of their seniority.

27.10

Seniority List

The Employer shall provide the Union with an up-to-date seniority list, in **Excel** format, of all employees covered by this Collective Agreement, (in January and July) **of each year or whenever a written request to do so is received by the Union.** This seniority list shall include **name, address, telephone numbers, department,** start date, seniority hours, classification as outlined in the Collective Agreement, rate of pay, FT/PT status, employee number and social insurance number of all bargaining unit employees including those on leave.

A separate seniority list shall be given to the shop stewards and posted in conspicuous locations throughout the Employer's premises. This seniority list shall be separated by departments and should include seniority hours and classification of all bargaining unit employees including those on leave.

27.11

Shop Stewards shall be continued at work in the event of a layoff and shall be the last employees to be laid off and the first to be recalled.

Effective March 30, 2015 the provisions of Article 27.17 shall cease to apply. Such provisions will remain applicable for those Stewards recognized by the Employer prior to March 30, 2015 or until such employee no longer serves as a recognized Shop Steward.

27.12

Except in circumstances of a layoff, no employee, who has bid into a shift, shall have their regular hours increased or decreased by the Employer, unless the employee has indicated, in writing, their willingness to accept the increase or decrease.

ARTICLE 28 POSTING OF VACANCIES

28.01

When a job vacancy occurs or a new job is created, notice shall be posted within seven (7) calendar days at the appropriate locations, including all bulletin boards, for a period of seven (7) calendar days and a copy of the notice shall be sent to the Union. The notice shall set out the classification, hourly rate of pay, starting and quitting times, the number of hours to be worked on a regular basis, the effective date of the position, and the job description shall be available on request from the Employer.

For information purposes only, the Employer will note the designated shift number for all kitchen postings and note the floor and rotation for all Health Care Aide postings.

28.02

Advance Application for Vacancies or New Positions

The Employer agrees to utilize advance applications for future vacancies in filling vacancies or newly created positions involving job postings for employees going on vacation. These applications will be retained for the period such

employee is on vacation. A separate application must be made for each position desired. Applications shall include the position applied for, shift and department, and the Employer agrees to forward a copy to the Union office.

28.03 When the regular starting and quitting times of a part-time position vary, the Employer may post the position as days (mornings and/or afternoons), evenings or nights.

28.04 In filling job vacancies (promotions, transfers, new positions, etc.), the job shall be awarded within seven (7) calendar days following the end of the seven (7) calendar days' posting period.

Once the awarding has been finalized the successful applicant will be posted on the posting board and the unsuccessful applicants will receive a letter informing them that their application was unsuccessful.

28.05 The job shall be awarded to the most senior applicant providing they are able to perform the normal requirements of the job and meets the required qualifications of the job posting.

28.06 The employee awarded the job may be returned to their former position at any time by the Employer within the ninety (90) calendar day period after their appointment, if said employee cannot satisfactorily perform the job.

The employee involved may also decide to return to their former position, but no sooner than thirty (30) calendar days after their appointment and no later than forty-five (45) calendar days. Any full-time employee bidding for and accepting a part-time position on the same shift (days, evenings, nights) and the same classification that they are currently working will be restricted from returning to their former position.

When said employees return to their former position it shall be without loss of wages, hourly rate of pay, or seniority, and at the prevailing rate of pay of the original position.

Employees shall only be allowed to exercise their right to return to their former position once in any eighteen (18) calendar month period.

28.07 No employee shall be transferred to another classification within the bargaining unit without their consent.

28.08 It is understood and agreed that employees shall not, under any circumstances, be required to reduce their hours of work in order that additional positions be created.

28.09 The union will be provided with the results of the posting, including the name of the successful applicant.

ARTICLE 29 WAGES

29.01 The minimum hourly rates of pay for all employees covered by this Collective Agreement shall be as per Appendix "B" of this Collective Agreement, and shall form part of this Collective Agreement. The rates of pay provided in Appendix "B" are minimum wage rates and apply to the job classification and not to the individual.

29.02 If a new classification is created within the bargaining unit, the Employer agrees to meet with the Union and negotiate a rate of pay for this new classification. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Collective Agreement.

29.03 New or rehired employees will be classified according to previous comparable experience in a similar position to that which they have been hired into, for the purpose of establishing wage rates.

29.04 Employees awarded a job in a higher paid classification shall receive a salary applicable to their new classification which provides an increase of at least one (1) increment above their former salary for their new classification.

29.05 Pay Days

Employees may pick up their paystubs every second Thursday after 3:00 p.m. as per workplace policy. The employee's pay stub will outline the various deductions that have been made. In the event that a General Holiday falls on a pay day or the day immediately after the pay day, the pay day for that particular week shall be the day prior to the regular scheduled pay day.

29.06 An employee's vacation pay will be itemized separately on their regular pay cheque.

29.07 Employees shall have their pay directly deposited into a bank or financial institution of their choice.

29.08 In the event of a payroll error, the affected employee shall bring the error to the Employer's attention. The Employer shall investigate, correct the error and provide payment to the affected employee as soon as reasonably possible from the date of notification of the error to the Employer.

ARTICLE 30 **COURT'S DECISION**

30.01 In the event of any articles or portions of this Collective Agreement being held improper or invalid by a Court of Law or Labour Board, such decisions shall not invalidate any portions of this Collective Agreement other than those directly specified by such decision to be invalid, improper, or otherwise unenforceable.

ARTICLE 31 **SALE OR MERGER OF BUSINESS**

31.01 The Employer agrees that upon the sale, lease, transfer, or other disposal of its business or operation, or any part of its business or operation, to any other person or Employer, the Employer shall inform the other person or Employer of any existing Collective Agreement or Manitoba Labour Board certification affecting or relating to the business or operation, or part thereof, and that the new Employer shall be henceforth bound by the provisions of the certification and the terms of the Collective Agreement.

ARTICLE 32 **GRIEVANCE PROCEDURE**

32.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Collective Agreement, as to the interpretation, application or alleged violation of the terms of this Collective Agreement shall constitute a grievance. Any employee, the Union or the Employer may present a grievance.

32.02 The procedure for adjustment of grievances and disputes shall be as follows:

Step 1: The grievor will first submit the grievance to their Shop Steward or Union Representative within ten (10) calendar days of the event giving rise to the grievance and a discussion of the matter shall take place with the Administrator.

Step 2: If the matter is not resolved within five (5) calendar days of being referred to Step 1, the grievance shall be submitted in writing to the Administrator. If the matter remains unresolved after ten (10) calendar days from submission to the Administrator, the grievance may be referred to arbitration.

32.03 At any stage in the grievance procedure, an aggrieved employee may elect to be accompanied by a Union Representative or Shop Steward.

32.04 The time limits as indicated above can be extended by agreement of both parties to this Collective Agreement.

32.05 When the Union or the Employer presents a grievance, the grievance may be submitted by the Union or the Employer at Step 2 of the grievance procedure.

32.06 Within fourteen (14) days of the Employer's written decision following Step 2 of the grievance procedure, the Union shall notify the Employer, in writing, as to their decision as to whether the grievance will be referred to Arbitration or not.

ARTICLE 33 ARBITRATION

33.01 If the Union and the Employer cannot reach an agreement, upon request of either party, the grievance shall be submitted to an arbitrator who shall be chosen on a rotating basis from the following:

Michael Werier
Gavin Wood
Karine Pelletier

If any individual of the above noted panel, who has been requested in their turn to act as an arbitrator, shall be unable or unwilling to act they shall not again be requested to act as the arbitrator until their name comes up again on the regular rotation of the panel.

The arbitrator shall not be deemed to be willing to act unless s/he is in the position to convene the hearing within twenty-eight (28) days from the date of his/her selection. In the event none of the above arbitrators is willing to convene a hearing within twenty-eight (28) days, the matter will be referred to the first available Arbitrator on the above-list.

The decision of the arbitrator shall be given within a period of twenty-one (21) days after the closing of the arbitration hearing, unless this time limit is extended as mutually agreed between the parties.

33.02 The person selected as arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

33.03 The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as they deem essential to a full understanding and determination of the issues involved. In reaching their decision, the arbitrator shall be governed by the provisions of this Collective Agreement.

33.04 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement. All grievances submitted shall present an arbitrable issue under this Collective Agreement, and shall not depend on or

involve an issue or contention by either party which is contrary to any provisions of this Collective Agreement, or which involves the determining of a subject matter not covered by or arising during the term of this Collective Agreement.

33.05 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way they deem equitable.

33.06 The findings and decisions of the arbitrator shall be binding and enforceable on all parties involved.

33.07 It is the intention of the parties that this article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operations as a result of any grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Collective Agreement.

33.08 The expenses and fees of the arbitrator shall be borne equally by the parties to the arbitration proceedings.

33.09 In the interest of settling a grievance prior to an arbitration hearing either party may request the assistance of a grievance mediator from the Province of Manitoba Conciliation Services. In the event the costs of the mediator are not borne by the Province of Manitoba, the expenses and fees of the mediator shall be borne equally by the parties to the arbitration proceedings.

33.10 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to clarify the decision, which the Arbitrator shall do within five (5) days.

ARTICLE 34 BULLETIN BOARDS

34.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises and shall further allow the Union to post notices concerning matters that are of a direct interest to the Union and the employees covered by this Collective Agreement. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent location.

ARTICLE 35 TECHNOLOGICAL CHANGE

35.01 Technological changes shall mean the introduction by an Employer into his work, undertaking or business equipment or material of a different nature or kind than that previously used by him in the operation of work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

Where the Employer proposes to effect a technological change that is likely to affect the terms and conditions or the security of an employment of a significant number of employees in the unit or to alter significantly the basis on which the Collective Agreement was negotiated:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiations of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Collective Agreement.

Section 83, 84, and 85 of The Labour Relations Act do not apply during the term of this Collective Agreement, to the parties of this Collective Agreement.

ARTICLE 36 HEALTH AND WELFARE/SICK LEAVE

36.01 Health and welfare and sick leave shall be as indicated in Appendix "A" of this Collective Agreement and shall form part of this Collective Agreement.

ARTICLE 37 HEALTH PROGRAM

37.01 All employees are required to be physically and mentally capable of performing their respective job descriptions.

37.02 All employees may be required to pass a physical examination by the Employer's doctor at the Employer's expense and on the Employer's time (such time to be paid as if the employee had worked and not to be paid from the employee's

accumulated income protection benefits). The examination may include x-ray and other laboratory tests as may be deemed necessary by the Employer's doctor.

37.03 The Employer's doctor shall be a doctor whose name is submitted to the Union and the Union's approval has been obtained. Said approval shall not be unreasonably withheld.

37.04 The actual results of any physical examination required by the Employer will not be made available to the Employer. However, the Employer's doctor will be requested to supply the following information:

- (1) the employee is fit to work; or
- (2) the employee is not fit to work.

37.05 Employees unable to perform their regular work as a result of an injury or illness which is recognized as compensable by the Workers Compensation Act, will be entitled to Income Protection payment for the difference between the Compensation award and their regular salary, if they are entitled to income protection and have credits in their bank. Such difference will be deducted from the employee's accumulated Income Protection entitlement and payment will cease when the employee's Income Protection entitlement has been totally claimed. The employee will, upon being declared fit to work, be reinstated to their former position, wage rate, etc.

37.06 In the event an employee is declared not fit to work (and is not eligible for Workers Compensation), normal sick benefits shall apply.

ARTICLE 38 WORKING CONDITIONS

38.01 In cases of emergency, an employee may be called on temporarily to perform work not normally required of their job.

38.02 When there is not sufficient work to keep an employee occupied in their department or ward during normal hours of work, such employee may be employed at other work.

38.03 The Employer and the employees agree to work together to create a pleasant and relaxing environment for employee rest and meal periods.

38.04 The Employer agrees to consult and discuss any staffing issues at the Joint Labour Management Committee regardless of whether the issue is raised by the Union or by the Employer with a goal to rectify staffing concerns at the earliest opportunity.

ARTICLE 39 **JOB DESCRIPTIONS**

39.01 The Employer agrees to maintain job descriptions in effect as of November 6, 2012.

39.02 In the event that the Employer establishes a new job classification or if there is a change which legitimately affects the content of the existing job description or an existing classification, the Union shall receive a copy of the amended job description and proposed salary range. Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Appendix "B" of this Collective Agreement.

39.03 At any time after an employee has been in a classification for three (3) months, the employee shall have the right to request a review of their classification if they feel the duties have changed from those of the current classification job description.

ARTICLE 40 **TRAINING**

40.01 The Employer shall assist, when feasible, in the skills development of employees. Employees agree to participate in workshops provided by the Employer. Attendance is strictly voluntary during off-duty hours.

40.02 Where the Employer compels an employee to attend a conference, workshop, or seminar, the employee shall suffer no loss of regular pay for his/her attendance, but shall not be entitled to overtime compensation. In addition, the Employer agrees to pay for transportation, parking, accommodation, and reasonable meal expenses with receipts. Where an employee is required and authorized to use her/his privately owned vehicle to attend such training, she/he shall be reimbursed by the Employer for such transportation at the rate of thirty-five (35) cents per kilometre.

- 40.03 (a) Employees shall be provided a reasonable amount of time to ensure they have the necessary certification/academic standing as may be legislated or regulated by the Province of Manitoba to perform their job. An unpaid leave of absence may be provided for this purpose.
- (b) For dietary department employees who are required to have the Safe Food Handling Certificate, the Employer will reimburse the employee for the renewal of their certificate, at most, once every five (5) years if they successfully complete the re-certification requirement.

40.04 If interest in a course exceeds the maximum allowed in a course, seniority shall be the governing factor provided the training is required as a part of unit staffing.

40.05 Employees in training shall not be considered part of the staffing pattern.

ARTICLE 41 PAYMENT FOR MEETING ATTENDANCE AND TRAINING

41.01 Time spent by employees attending training or meetings which are declared mandatory or are at the request of the Employer will for all intents and purposes be considered as time worked and employees will be paid for all time in attendance at such meetings or training sessions at their appropriate hourly rate of pay. Attendance at Joint Labour Management Committee and the Joint Environmental Health and Safety Committee meetings will be considered time worked. If a meeting occurs on an employee's day off, they shall be entitled to the minimum shifts referred to in Article 19.01.

ARTICLE 42 PRESENT CONDITIONS TO CONTINUE

42.01 All rights, benefits, privileges, customs, practices and working conditions which employees now enjoy, receive or possess, shall continue insofar as they are consistent with this Collective Agreement unless modified by mutual agreement between the Employer and the Union.

42.02 It is agreed that this Article shall not apply to normal adjustments that may be necessary from time to time to offset increased operating costs. The Employer further agrees to notify the Union in writing, prior to the adjustment of any such rights, benefits, privileges, customs, practices and working conditions.

ARTICLE 43 LOCKERS

43.01 All employees will be provided with lockers. No employee will be charged a fee for cutting a lock off their locker.

ARTICLE 44 UNIFORM ALLOWANCE

44.01 Effective September 1st, 1983, employees shall receive the following as uniform allowance:

Full-time - \$6.50 per pay period;
Part-time - 8.1¢ per hour worked.

ARTICLE 45 **NO CONTRACTING OUT**

45.01 Should the Employer find it necessary from time to time to contract out work performed by employees in the bargaining unit, the Employer shall notify the Union and the two parties agree to negotiate a mutually acceptable agreement. The Union agrees to not unreasonably withhold its consent in allowing management to provide staff for the purpose of maintaining the required standard of care.

Subject to the above, it is hereby mutually agreed that during the term of this Collective Agreement, there shall be no contracting out of work which will displace employees from their current employment status.

ARTICLE 46 **URGENT PHONE CALLS**

46.01 If the Employer receives an urgent telephone call for an employee, it will be put through to the employee and such telephone call shall be without loss of pay. Such employee shall also be entitled to make telephone call(s) to respond to the emergency and such telephone call(s) shall be without loss of pay.

ARTICLE 47 **GROUP RRSP, VACATION, AND** **WAGE PROGRESSION - SERVICE**

47.01 Full-time – Group RRSP and Vacation - Service

For full-time employees, Group RRSP and vacation yearly service increments will be granted on date of hire anniversary from the last date of hire until the maximum of the Group RRSP and vacation service levels are attained.

47.02 Rates of pay increments within a classification for full-time employees will be granted on date of hire anniversary from last date of hire until the maximum wage rate in the classification is attained.

47.03 Part-time – Group RRSP - Service

For part-time employees hired on or before September 2, 2004, Group RRSP service increments will be granted on date of hire anniversary from the last date on which she/he commenced work with the Employer until the maximum of the Group RRSP service levels are attained.

47.04 For part-time employees hired after September 2, 2004, Group RRSP service increments (calculated from the date of her/his last increment or the employee's start date as the case may be) will be granted on the basis of one (1) increment for each 1650 hours paid until the maximum of the Group RRSP service levels are attained. (One (1) year of service = 1650 hours paid).

47.05 Part-time and Casual - Vacation - Service

For part-time and casual employees hired on or before September 2, 2004, vacation service increments will be granted based on 1387 hours worked and one (1) calendar year from their last yearly increment to attain each year until the maximum of the vacation service levels are attained. (One (1) year of service = 1387 hours worked and one (1) calendar year).

47.06 For part-time and casual employees hired after September 2, 2004, vacation service increments, (calculated from the date of her/his last yearly increment or the employee's start date as the case may be) will be granted based on 1650 hours paid to obtain each year until the maximum of the vacation service levels are attained. (One (1) year of service = 1650 hours paid).

47.07 Part-time and Casual - Wage Progression - Service

For part-time and casual employees hired on or before September 2, 2004, for the purposes of wage progression, rate of pay increments, within a classification, will be granted based on 1387 hours worked and one calendar year from their last increment to attain each yearly increment until the maximum wage rate in their classification is attained. (One year = 1387 hours worked and one calendar year).

47.08 For part-time and casual employees hired after September 2, 2004, (calculated from the date of her/his last yearly increment or the employee's start date as the case may be) for the purposes of wage progression, rate of pay increments, within a classification, will be granted based on 1650 hours paid from their last increment to attain each yearly increment until the maximum wage rate in their classification is attained. (One year = 1650 hours paid).

ARTICLE 48 PRE-RETIREMENT LEAVE

48.01 Only Regular Full Time and Regular Part Time Employees shall be eligible for Pre-Retirement Leave as follows:

1. (A) Regular Full-time employees who:
 - (i) retire at age sixty-five (65) years; or
 - (ii) retire after age sixty-five (65) years; or
 - (iii) have completed at least ten (10) years continuous employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years

shall be granted paid Pre-Retirement leave on the basis of four (4) days per year of employment.

Subject to the above, Pre-Retirement leave for any period of layoff with the Employer up to a maximum of one (1) year will be calculated on a pro rata basis, based on the following formula:

$$\frac{\text{Hours Worked During Layoff}}{\text{Annual Full-time Hours}} \times \text{Entitlement of a Full-Time Employee}$$

(B) Regular Part-time employees who:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or
- (iii) have completed at least ten (10) years continuous employment with the Employer and retire after age fifty-five (55) years but before age sixty-five (65) years

shall be granted paid Pre-Retirement leave as specified above on a pro rata basis.

Calculation will be based on the following formula:

$$\frac{\text{Average Annual Hours Actually Worked From Last Date of Employment}}{\text{Annual Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

Subject to the above, Pre-Retirement leave for any period of layoff with the Employer up to a maximum of one (1) year will be calculated on a pro rata basis, based on the following formula:

$$\frac{\text{Hours Worked During Layoff}}{\text{Annual Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

2. Calculation of Pre-Retirement Leave entitlement shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the Employee's length of continuous

employment with the Employer on the calendar day of retirement under #4 (A) or (B) as applicable.

3. Calculation of Pre-Retirement Leave entitlement under #4 (A) or 4 (B) as applicable shall be based on an Employee's status on the day they advise the Employer of their retirement effective date.

A regular employee whose status changes to casual after communicating the retirement effective date shall forfeit their entitlement to Pre-Retirement Leave.

4. The Pre-Retirement Leave formula applicable to part time employees under #4 (B) shall be used to calculate the Pre-Retirement Leave entitlement for a full time Employee whose continuous employment has also included:

- (a) either part time or casual employment; or
- (b) both part time and casual employment.

5. Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until scheduled retirement date. If the employee chooses a lump sum payment the retirement date shall be her/his last day worked.

ARTICLE 49 DURATION

49.01 This Collective Agreement shall be in effect from April 1st, 2022 and shall remain in effect until March 31st, 2024 and shall be automatically renewed thereafter for successive periods of one (1) year, unless either party gives notice in writing to revise, renew or amend the Collective Agreement or to negotiate a new Collective Agreement. The said notice in writing shall be given not less than thirty (30) calendar days nor more than ninety (90) calendar days prior to the expiry date of this Collective Agreement or any new expiry date by virtue of the automatic renewal of this Collective Agreement.

49.02 Where notice to revise, renew or amend the Collective Agreement or to negotiate a new Collective Agreement is given in accordance with Article 49.01, the parties hereto agree that the Collective Agreement shall remain in full force and effect after the expiry date until:

- (a) a new Collective Agreement is reached between the parties hereto;

- (b) a strike is declared by the Union by giving the Employer seven (7) calendar days' notice in writing of its intention to declare a strike, or
- (c) a lock-out is declared by the Employer by giving the Union seven (7) calendar days' notice in writing of its intention to declare a lock-out.

49.03 When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, such negotiations may mutually and satisfactorily be conducted within the notification period.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2023.

FOR THE UNION:

FOR THE EMPLOYER:

Arlen Dawe

Sandra Goers

Charlene Desjarlais

Ernie Cho

Joe Carreiro

Jeff Traeger

APPENDIX "A"

HEALTH AND WELFARE BENEFITS

A-1 Dental Plan

A-1.01 The Employer agrees to **make** a direct contribution to the Manitoba Food and Commercial Workers Dental Plan of **thirty-nine (39¢)** cents per hour for each hour worked or paid in respect to all employees in the bargaining unit (any **new** employee hired after the date of ratification will have contributions paid on the first of the month following **the successful completion of probationary period**). Contributions shall include sick pay, vacation and General Holiday pay to a maximum of the basic work week.

A-1.02 Such contributions shall be forwarded to the Administrator of the Dental Plan within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period.

A-1.03 The Employer agrees to comply with all requests of the Board of Trustees in regard to entry into the Plan and to abide by all the rules and decisions of the Board of Trustees, as decided from time to time.

A-1.04 The Employer agrees that if notified in writing by the Union, the Employer shall make a further contribution to the Manitoba Food & Commercial Workers Dental Plan. The increase can never exceed more than one (1¢) cent per hour in any one (1) year. The increase will only be effective when the Trustees of the Dental Plan determine that an increase is necessary to maintain current benefits and when the Employer receives a copy of the correspondence from the Trustees confirming such increase.

A-2 Sick Leave

A-2.01 An employee who is absent from scheduled work due to illness or disability, quarantine, or medical, dental or chiropractic examination or treatment, shall be entitled to their regular basic pay to the extent that the employee has accumulated income protection credits, subject to the following conditions.

- (a) Following completion of their three (3) month probationary period, a full-time employee shall have accumulated one and one-quarter (1¼) days of income protection and one and one-quarter (1¼) days per month thereafter to a maximum of seventy-five (75) days.
- (b) Following completion of their three (3) month probationary period (to a maximum of seventy-five (75) days), part-time and casual employees shall accumulate one and one-quarter (1¼) days of

income protection for every one hundred and seventy-three (173) paid hours worked. Casual employees will only be eligible to use their accumulated income protection credits upon obtaining a permanent part-time or full-time position.

- (c) Employees who would otherwise qualify for sick leave but have not completed their probationary period shall not be entitled to sick leave, with pay. Employees who qualify once they have completed their probationary period will be credited with their applicable days retroactively from their first day of employment.

A-2.02 Employees will, when possible, schedule appointments for themselves and family members during their non-working hours.

A-2.03 An employee on evening or night shift who is unable to report for work due to illness shall inform the supervisor or designate of the department at least three (3) hours prior to the commencement of the next scheduled shift. If the employee is unable to comply with this section, a good and substantial reason shall be given and failure to do so shall be dealt with by a joint meeting of Management and Union representatives. An employee who is on days and who is unable to report to work due to illness shall inform the supervisor or designate of their department at least one (1) hour prior to the commencement of their next scheduled shift. The Employer shall not contact an employee at home when they are ill unless there is a reasonable basis to do so.

A-2.04 The Union agrees to work with the Employer with a view to eliminating abuse of income protection utilization. The Union further agrees to meet with the Employer and any employee suspected of abusing the said income protection. In the event that said employee's attendance record does not show immediate improvement, disciplinary action may be taken by the Employer.

A-2.05 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of illness in regards to any claim for income protection and as proof of the employee's fitness to return to work.

A-2.06 An employee returning to work following an absence of one (1) shift or more shall inform the Employer as soon as possible. If no call has been received and the employee arrives to work the next scheduled shift and has been replaced, that person will be sent home without pay and the replacement will remain at work.

A-2.07 An employee shall not be entitled to income protection benefits for the first day of the sixth (6th) and subsequent incident of sick leave in a calendar year except:

- (1) incidents of hospital care or confinement or quarantine due to a contagious disease;

- (2) an employee receiving a continuous series of treatments for the same illness and/or accident, subject to verification by the employee's doctor.

A-2.08 Upon written request, the Employer shall provide the employee, in writing, of the amount of their accrued income protection.

A-2.09 **Medical Notes**

In the event the Employer requires or requests an employee to provide a medical note, the fee charged by a medical practitioner for completing such medical note will be paid for in full by the Employer. The employee must submit their receipt for the medical note which identifies the fee charged and paid by the employee. The Employer will reimburse the employee in the pay period immediately following the employee submitting such receipt. The Employer shall not request medical notes unless there is a reasonable basis to do so.

A-3 Group RRSP

A-3.01 Full time and part time Employees are eligible to enrol in the Group RRSP Plan. Casual Employees shall not be eligible to participate in the Group RRSP Plan.

The Employer contribution will be as follows:

Start	0%
1 year	3%
2 year	4%
3 years or more	5%

Any employee interested in making payroll deductions into the Group RRSP Plan shall notify the Employer in writing at least thirty (30) days prior to the requested commencement of RRSP deductions from their payroll.

After twenty (20) years of service, for an employee who wishes to make an additional voluntary contribution of one percent (1%), this amount of one percent (1%) will be matched by the Employer.

A-3.02 **RRSP Contributions for Employees Age 71 and Over**

In accordance with Canada Revenue Agency regulations respecting RRSP contributions from age 71 onward, the following terms shall apply when an employee participating in the Group RRSP reaches age seventy-one (71):

- (a) Such employee, if applicable, shall cease making contributions to the Group RRSP.
- (b) The Employer shall cease making contributions on such Employee's behalf to the Group RRSP.
- (c) In lieu of both Employee and Employer Group RRSP contributions, the Employee shall receive the combined amount of such contributions as bi-weekly income.
- (d) Bi-weekly income in A-3.02(c) shall be subject to statutory deductions.

A-4 Basic Extended Health Care (EHC) Plan

- 1. The Employer will continue a Basic Extended Health Care (EHC) Plan for eligible Employees.
- 2. Eligible Employees:

The following permanent Employees who have completed their probationary period will be eligible to participate in the EHC Plan:
 - a. Full-time Employees, and,
 - b. Part-time Employees who have a permanent posting for greater than 16 hours bi-weekly.
- 3. The Employer agrees to contribute fifty (50%) percent of the single or family premium cost of the EHC plan for eligible participating Employees. The eligible participating Employees shall be responsible for the remaining fifty percent (50%) of the premium cost.
- 4. Eligible Employees may elect to enrol in the EHC Plan. Employees who enrol in the EHC Plan may withdraw from that Plan at any time. An eligible Employee who has not enrolled in or has withdrawn from the EHC Plan may enrol in that Plan subject to EHC Plan carrier approval, limitations and/or waiting period and in any event, such late or re-enrolment shall occur only at April 1 of each year.

5. Pre-Payment of Premiums

During an Employer-approved unpaid leave of absence (LOA), a Worker's Compensation Claim, or a Layoff of greater than thirty calendar (30) days, the Employer agrees to continue its EHC Plan premium contributions only for the month in which the LOA commences. If the Employee wishes to continue her EHC Plan participation beyond that first month of the LOA, she shall notify the Employer in writing of her decision to continue and shall remit payment for the full monthly EHC Plan premium no later than the first day of the month to which the premium applies. The Employee shall be wholly responsible for compliance with the EHC Plan carrier requirements for waiver of benefits and/or submission of the full monthly EHC Plan premium during the LOA. The maximum period the Employee can choose to continue to pay the full premium cost is for twelve (12) months or until such Employee is recalled or engaged elsewhere, whichever occurs first.

6. An Employee who is in receipt of Workers' Compensation Benefits (WCB) shall remit payment for the full monthly EHC Plan premium no later than the first day of the month to which the premium applies for the full duration of her WCB period. The Employer agrees to continue its EHC Plan premium contributions during the WCB period conditional upon her enrolment in the EHC Plan at the time of injury.
7. Any problems an Employee has with respect to the EHC Plan carrier acknowledging or honouring any claim(s) is a matter between the Employee and the EHC Plan carrier. Without limiting the generality of the foregoing, the Employer is not the insurer and shall have no liability to honour claim(s) rejected by the EHC Plan carrier.
8. The Employer reserves the right to change the EHC Plan carrier and should it elect to do so, it will provide the Union with thirty (30) calendar days written notice of such change.

APPENDIX "B"

WAGE RATES

B-1 Classifications and Rates of Pay

	Current	1-Apr-22 2.0%	1-Apr-23 2.0%
Dietary Aide, Housekeeping Aid, Laundry Aide			
Start	\$14.05	\$14.33	\$15.36
After 1 Year	\$14.76	\$15.06	\$16.06
After 2 years	\$15.44	\$15.75	\$16.50
After 3 Years	\$16.16	\$16.48	\$18.28
After 4 Years	\$16.87	\$17.21	
After 5 years	\$17.57	\$17.92	
Healthcare Aide (Non-certified)			
Activity Aide (Non-certified)			
Start	\$15.40	\$15.71	\$16.02
After 1 Year	\$15.94	\$16.26	\$16.59
After 2 years	\$16.48	\$16.81	\$17.15
After 3 Years	\$17.03	\$17.37	\$18.63
After 4 Years	\$17.54	\$17.89	
After 5 years	\$17.91	\$18.27	
Activity Aide (Certified), Rehab Aide			
Start	\$17.40	\$17.75	\$18.10
After 1 Year	\$18.01	\$18.37	\$18.74
After 2 years	\$18.62	\$18.99	\$19.37
After 3 Years	\$19.23	\$19.61	\$20.01
After 4 Years	\$19.83	\$20.23	\$21.06
After 5 years	\$20.24	\$20.64	
Healthcare Aide (Certified)			
Start	\$17.40	\$17.75	\$18.10
After 1 Year	\$18.01	\$18.37	\$18.74
After 2 years	\$18.62	\$18.99	\$19.37
After 3 Years	\$19.23	\$19.61	\$20.01
After 4 Years	\$19.83	\$20.23	\$21.06
After 5 years	\$20.24	\$20.64	\$21.69

	Current	1-Apr-22 2.0%	1-Apr-23 2.0%
Cook			
Start	\$17.28	\$17.63	\$17.98
After 1 Year	\$17.89	\$18.25	\$19.24
After 2 years	\$18.49	\$18.86	\$19.85
After 3 Years	\$19.08	\$19.46	\$20.91
After 4 Years	\$19.68	\$20.07	
After 5 years	\$20.10	\$20.50	

B-2 Evening Premium

An evening premium of two dollars and fifteen cents (\$2.15) per hour shall be paid to an employee for all hours actually worked between the hours of 3:00 p.m. and 11:00 p.m.

B-3 Night Premium

A night premium of two dollars and ninety-five cents (\$2.95) per hour shall be paid to an employee for all hours actually worked between the hours of 11:00 p.m. and the following 7:00 a.m.

B-4 Weekend Premium

A weekend premium of one dollar and **seventy** cents **fifty** (\$1.70) dollars per hour shall be paid to an employee for all hours actually worked between 0001 hours on the Saturday and 2400 hours on the following Sunday.

B-5 Retroactive Pay

All employees, employed at the date of ratification, shall receive full retroactive pay on wages to April 1, **2022**, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within forty-five (45) calendar days following the date of Union ratification of this Collective Agreement.

B-6 Long Service Bonus

Effective 2016 all employees who have attained 20 (twenty) years of service with the Employer on or before December 1 each year will receive a Long Service Premium on the last pay period before Christmas. The Long Service Premium for full time employees will be \$250.00 (two hundred and fifty dollars) and for part time employees pro-rated based on their EFT, worked over the previous 12 (twelve) months.

B-7 Increment Level Calculations for Group RRSP, Vacation and Wage Progression

(This B-7 included only for purposes of interpreting Article 48)

RRSP Service

<u>Full-time (all)</u>	<u>Part-time Hired on or before 2 Sept 2004</u>	<u>Part-time Hired after 2 Sept 2004</u>	<u>Casual Hired on or before 2 Sept 2004</u>	<u>Casual Hired after 2 Sept 2004</u>
Increment granted on date of hire anniversary since last date of hire until maximum level attained	Increment granted on date of hire anniversary since last date of hire until maximum level attained	Increments will be granted (calculated from their last increment or start date as the case may be) on the basis of 1650 hours paid = one service year until maximum level attained	n/a	n/a

Vacation Service

Increment granted on date of hire anniversary since last date of hire until maximum level attained	Increments will be granted (calculated from their last increment or start date as the case may be) on the basis of one year service = 1387 hours worked and one (1) calendar year	Increments will be granted (calculated from their last increment or start date as the case may be) on the basis of 1650 hours paid = one service year until maximum level attained	same as for part-time hired on or before 2 Sept 2004	same as for part-time hired after 2 Sept 2004
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Wage Progression

Increment granted on date of hire anniversary since last date of hire until maximum level attained	Increments will be granted (calculated from their last increment or start date as the case may be) on the basis of one year service = 1387 hours worked and one (1) calendar year	Increments will be granted (calculated from their last increment or start date as the case may be) on the basis of 1650 hours paid = one service year until maximum level attained	same as for part-time hired on or before Sept 2004	same as for part-time hired after 2 Sept 2004
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APPENDIX "C"

HOURS OF WORK

NURSING DEPARTMENT (HCA and Rehab Aide)

DAYS	0700-1500
EVENINGS	1500-2300
NIGHTS	2300-0700
REHAB AIDE ONLY	0800-1600

DIETARY DEPARTMENT

CE – COOK	0630-1430
CL – COOK	1000-1800
D1	0630-1430
D2	0630-1430
D4	1100-1900
D5	1630-1930
D6	1630-1930

HOUSEKEEPING DEPARTMENT

H1	0700-1500
H2	1030-1830
H3	0700-1500
H4	1030-1830
HE4	1800–2200

LAUNDRY DEPARTMENT

LD	0730-1530
L4	1530-1930
L5	1530-2030

RECREATION DEPARTMENT

DAY	0900-1600
EVENING	1300-2000

LETTER OF UNDERSTANDING #1

BETWEEN

VISTA PARK LODGE, carrying on business in the City of Winnipeg, in the Province of Manitoba, hereinafter referred to as the "Employer"

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 832, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union"

Summer Term Employees

Prior to invoking Article 13.01 for the hiring of summer term employees, the Employer will implement the following procedure. On April 1st of each year, a sign-up sheet for each available shift, resulting from the approved vacation (21.06) will be posted for the months of June, July and August. The shifts will remain posted until April 15th. Shifts will be awarded to the most senior applicants and awarded shifts will be posted by April 25. Any remaining available shifts as of April 15, or that arise thereafter, will be filled pursuant to Article 13.01.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.

SIGNED THIS DAY OF , 2023.

FOR THE UNION:

FOR THE EMPLOYER:

Arlen Dawe

Sandra Goers

Charlene Desjarlais

Ernie Cho

Joe Carreiro

Jeff Traeger

Outline of Basic Extended Health Care (EHC) Plan

Benefit	Basic
Ambulance Service	In Manitoba: 100% of eligible charges for emergency and non-emergency service. Out-of-province: Maximum of \$250 (Cdn) per emergency trip, per person.
Semi-Private Hospital	100% of the difference between the standard ward rate and semi-private room rate as charged in Manitoba.
Travel Health	Unlimited travel health coverage for employees actively at work. Includes coverage for employees on approved leave of absence for trips up to 90 days. (prepayment required)
Cardiac Rehabilitation	100% reimbursement of charges for treatment under a cardiac rehabilitation program, up to a lifetime maximum benefit of \$300 per person.
Prosthetics	80% reimbursement of eligible expenses. Certain limitations apply.
Rental or Purchase of Medical Equipment	80% reimbursement for the cost of prescribed rental or purchase of: <ul style="list-style-type: none"> • An iron lung, wheelchair, hospital-type bed or respirator, to a lifetime maximum benefit payment of \$1,000 • Other medical equipment to a lifetime maximum benefit payment of \$250 per person.
Prescription Drugs	80% reimbursement of the first \$250 of eligible expenses, plus 50% of the next \$300 of eligible expenses, up to an annual maximum benefit of \$350 per family.
Paramedical Practitioners <i>Services must be rendered by an approved provider, and a referral may be required.</i>	80% reimbursement of eligible expenses, up to an annual maximum of \$350 per person per paramedical practitioner: <ul style="list-style-type: none"> • Chiropracist (Podiatrist/Certified Foot Care Nurse (combined benefit) • Clinical Psychologist • Physiotherapist/Occupational Therapist • Registered Dietician <p>In addition, 80% reimbursement of eligible expenses up to an annual maximum of \$100 per person for athletic therapy.</p>
Private Duty Nursing	80% reimbursement of eligible expenses up to an annual maximum of \$3,000 per person <hr/> While hospitalized: care received by a professional nurse who is not employed by the hospital. At home: care received during the 12 months immediately following discharge from a hospital. <i>Such expenses will be eligible if recommended by a doctor. The expenses will not be eligible if the nurse ordinarily lives with the patient or is a close relative of the patient.</i>
Premiums	Cost shared 50% Employer/ 50% Employee



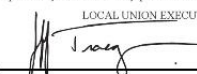
EXHIBIT ONE NOTICE OF HIRE

TO: THE NEW OR REHIRED EMPLOYEE:

You are hereby informed that a condition of maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Collective Agreement between the **United Food & Commercial Workers Union, Local 832**, and **Vista Park Lodge** contain the following statements:

"The Employer shall deduct from the earnings of each employee, such union dues and assessments as are authorized by the Union. The Employer further agrees to deduct the union dues automatically from the earnings of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the **Accounting Department/Bookkeeper** of the Union via direct deposit within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and accompanied by a four (4) week or monthly electronic **Excel spreadsheet containing** the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the monthly cheque, with the name change of employees."

Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union office at 1412 Portage Avenue, Winnipeg, MB R3G 0V5, within 10 calendar days of your hire or rehire date.

MEMBERSHIP APPLICATION		 United Food & Commercial Workers Union, Local No. 832		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
		Manitoba, Canada			
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	SOCIAL INSURANCE NO.
MAILING ADDRESS		CITY	PROVINCE	POSTAL CODE	HOME PHONE
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)	I hereby authorize the Union to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required by the Collective Agreement. (Cross out if you do not agree.)
COMPANY NAME	JOB NO./LOCATION		DEPARTMENT/NO.		
CLASSIFICATION	EMPLOYER'S NO.		FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> CASUAL <input type="checkbox"/> OTHER <input type="checkbox"/>		
<small>I hereby declare that the information provided in this application for membership is true and correct. I agree that all monies paid by me shall be for the purposes of collective bargaining and the Union shall have the right to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required by the Collective Agreement. I consent to the use of my personal information for the purposes of the Union and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.</small>					
APPLICANT'S SIGNATURE		DATE SIGNED		LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	
					

Visit the Union's website @ www.ufcw832.com for more details on UFCW Local 832's Privacy Policy or call (204) 786-5055 or 1-888-832-9832.